

SCDC POLICY

NUMBER:PS-10.16

TITLE: ANIMAL BASED PROGRAMS

ISSUE DATE: June 17, 2016

RESPONSIBLE AUTHORITY: PROGRAMS AND SERVICES

OPERATIONS MANUAL: PROGRAMS AND SERVICES

SUPERSEDES: NONE - NEW POLICY

RELEVANT SCDC FORMS/SUPPLIES: 10-23, 10-24, 10-25, 10-26

ACA/CAC STANDARDS: (4-4011, 4-4431)

STATE/FEDERAL STATUTES: NONE

THE LANGUAGE USED IN THIS POLICY DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS POLICY DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENTS OF THIS POLICY, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

PURPOSE:To outline the South Carolina Department of Corrections (SCDC) policy for Animal Based Programs and provide rules for those programs.

POLICY STATEMENT:SCDC encourages institutions to partner with community-based animal service/rescue/support organizations. These partnerships will involve selected inmates with the opportunity to provide care, training, and socialization to service/rescued animals, ultimately leading to their placement in the community either as pets or service dogs to the disabled. This will involve training that could assist with inmate re-entry and the opportunity to expose inmates to public service projects. (4-4431)

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SPECIFIC PROCEDURES:

1. **COMMUNITY - BASED PARTNERSHIP:** SCDC institutions are encouraged to form partnerships with animal rescue/support organizations. The organizations must be certified as non-profit. The Office of General Counsel should be consulted to verify non-profit status or to address any questionable issues. (4-4431)

2. **WRITTEN AGREEMENTS:** To initiate a partnership, the Warden will submit SCDC Form 10-26, "Programs Request Form," outlining the potential program to the Deputy Director for Programs and Services. Once the form is reviewed and approved, the Warden and the community partner will draft a written agreement that clearly explains the program. The agreement should include, but not be limited to:

- The purpose of the program;
- The duties and responsibilities of the community partner;
- The duties and responsibilities of SCDC;
- Indemnification and defense of claims;
- Liability;
- Severability;
- Term of the agreement; and
- Termination or modification of the agreement.

2.1 The agreement will be forwarded through the normal Agency contract review process for Headquarters/Director's approval. Once a final agreement is approved the agreement will be signed by the appropriate official, and the program can begin. (4-4011)

3. DUTIES OF COMMUNITY PARTNERS:

- The Community Partner will identify and provide the animals for the program. Pit bulls or animals with aggressive type behavior will not be permitted in the program;
- It should be ensured that each animal has been screened by a veterinarian, is free of ticks, fleas, intestinal parasites, etc., is in good physical and mental health (temperament), and has received all appropriate inoculations;
- Will provide all necessary equipment and supplies, or assist in securing said supplies;
- Will be responsible for all subsequent veterinary care;
- Will provide suitable training and training materials to all staff and inmates involved in the program; and
- Will provide program liability insurance when deemed necessary.

4. DUTIES OF SCDC:

- Will provide suitable housing for the animals as mutually deemed appropriate and in accordance with state regulations;
- Will ensure that the bedding (padding) for animals is fire resistant;
- Will ensure that the dogs are on a collar or leash when appropriate;
- Will provide an adequate number of handlers;
- Will provide a safe training environment and adequate exercise areas;

- Will provide supervision and oversight of all inmates and staff involved in the program;
 - Will take reasonable steps to ensure that animals are not allowed around inmates, staff, or visitors who may have allergies or who may not wish to be around the animals;
 - Will ensure that all animals are treated humanely and consistent with the training and instructions of the community partner; and
 - Will set a limit of ten (10) animals in the program. Institutions with over ten (10) at implementation of policy will be allowed to maintain their level. As dogs/cats leave the institution, they will not accept new animals, thus reducing their total count until it reaches the policy limit of ten (10). NOTE: Waiver approved for Allendale Correctional Institution (ACI), in that ACI may have up to 24 dogs.
5. INSTITUTIONAL LIAISON: Each institution will identify an employee to be the liaison between his/her institution and the community partner, either a staff member or an officer at the rank of Lieutenant or higher. The liaison will oversee the training of staff and inmates, will monitor all program activities, and will be the institution's source of contact in the event of problems or issues.

6. PROGRAM FUNDING/STAFF TIME: Program funding will be clearly outlined in the written agreement. Donations of money, food, and other items can be made to the community partner or directly to the institution. No state monies or special funds accounts will be used in the administration of these programs. Staff time should be limited to those duties related to the program.

7. DOG GROOMING PROGRAM: All institutions will implement a process to view documentation of shot records for ALL animals that are brought into the institution for grooming. It will be mandatory to ensure that the following shots have been administered and are up-to-date:

- Rabies Vaccination;
- Parvo;
- Distemper;
- Bordetella (Kennel Cough).

7.1 In addition, the influenza shot should be considered as this is a medical issue for animals. The influenza shot will not currently be mandated in order to provide services. It is recommended that a copy of the

records presented on each animal is maintained. In case of an emergency, those records may provide useful information as well as quick access to the information. This requirement is made for the health and safety of the staff, inmates, and animals that are associated with this program.

8. INDEMNIFICATION, DEFENSE OF CLAIMS, AND LIABILITY: Specific language regarding indemnification, defense of claims, and liability on the parts of the institution/SCDC and the community partner will be included in each written agreement.

9. AGENCY ATTACHMENT/FORMS (Grooming Program(s) Only):

- Client Information Sheet (SCDC Form 10-25): This form will be given to the client for completion when presenting an animal(s) for grooming for the first time. This form can accommodate up to four (4) animals and includes animal information, client contact information, and emergency contact information. This form will be placed in a client folder for reference. Any changes to this information should be reflected on a new form.

- Affidavit (SCDC Form 10-23): An affidavit will be initially completed for each animal being presented for grooming. This will be a notarized record of the animal's vaccinations. In absence of this form, SCDC will accept documentation from the owner's veterinarian.

- Animal Grooming Waiver and Release (SCDC Form 10-24): The Client, by signing this form, indicates that the Client has expressed and implied authority to make decisions in matters related to the dog being presented for grooming as well as the authority to enter into a contract with SCDC for the services provided.

10. DEFINITION:

Indemnification: The act of indemnifying, to which indemnifying protects against damage, loss, or injury; insure. To make compensation against damage, loss, or injury suffered.

s/Bryan P. Stirling, Director

Date of Signature

ORIGINAL SIGNED COPY MAINTAINED IN THE OFFICE OF POLICY DEVELOPMENT.